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**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

RONELL KOEPPEN, individually, and on  
behalf of other members of the general public  
similarly situated and on behalf of other  
aggrieved employees pursuant to the California  
Private Attorneys General Act;

Plaintiff,

v.

CARVANA, LLC, an unknown business  
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 3:21-CV-01951-TSH

Honorable Thomas S. Hixson  
Courtroom E

**CLASS ACTION**

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND JUDGMENT**

Date: August 22, 2024  
Time: 10:00 a.m.  
Courtroom: E

Complaint Filed: December 16, 2020  
FAC Filed: February 22, 2021  
Removed: March 19, 2021  
Trial Date: None Set

1 This matter has come before the Honorable Thomas S. Hixson, whose courtroom is  
 2 physically located in Courtroom E of the United States District Court for the Northern District of  
 3 California, at the San Francisco Courthouse, 450 Golden Gate Avenue, San Francisco, California  
 4 94102, on Plaintiff Ronell Koeppen's ("Plaintiff") Motion for Final Approval of Class Action  
 5 Settlement ("Motion for Final Approval").

6 On May 3, 2024, the Court entered the Order Granting Preliminary Approval of Class  
 7 Action Settlement (Docket No. 53) ("Preliminary Approval Order"), and thereby preliminarily  
 8 approved the settlement of the above-entitled action ("Action") in accordance with the Joint  
 9 Stipulation of Class Action and Release and Amendment No.1 to Joint Stipulation of Class Action  
 10 Settlement and Release (together "Settlement", "Agreement", or "Settlement Agreement"),  
 11 entered into by and between Plaintiff and Defendant Carvana, LLC ("Defendant"), which, together  
 12 with the exhibits annexed thereto, set forth the terms and conditions for settlement of the Action.

13 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
 14 oral argument, and good cause appearing,

15 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

16 1. All terms used herein shall have the same meaning as defined in the Settlement  
 17 Agreement, the Preliminary Approval Order, the May 21, 2024 Stipulation to Modify Preliminary  
 18 Approval Order (Docket No. 54), and the May 21, 2024 Order Granting Stipulation to Modify  
 19 Preliminary Approval Order (Docket No. 55).

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this  
 21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil  
 23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect  
 24 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification  
 25 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is  
 26 hereby defined to include:

27 All current and former hourly-paid or non-exempt employees who worked for  
 28 Defendant within the State of California at any time from December 16, 2016 to

1 January 1, 2024 (“Class” or “Class Members”).

2 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the  
3 Class Members, fully and accurately informed the Class Members of all material elements of the  
4 Settlement and of their opportunity to participate in, object to or comment thereon, or to seek  
5 exclusion from, the Settlement; was the best notice practicable under the circumstances; was valid,  
6 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of  
7 California, the United States Constitution, due process and other applicable law. The Class Notice  
8 fairly and adequately described the Settlement and provided the Class Members with adequate  
9 instructions and a variety of means to obtain additional information.

10 5. Pursuant to California law, the Court hereby grants final approval of the Settlement  
11 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More  
12 specifically, the Court finds that the Settlement was reached following meaningful discovery and  
13 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the  
14 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that  
15 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the  
16 Court has considered all of the evidence presented, including evidence regarding the strength of  
17 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of  
18 further litigation; the amount offered in the Settlement; the extent of investigation and discovery  
19 completed; and the experience and views of Class Counsel. The Court has further considered the  
20 absence of objections to and requests for exclusion from the Settlement submitted by Class  
21 Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance  
22 with the Settlement Agreement and the following terms and conditions.

23 6. A full opportunity has been afforded to the Class Members to participate in the  
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been  
25 heard. The Class Members also have had a full and fair opportunity to exclude themselves from  
26 the Settlement. Accordingly, the Court determines that all Class Members who did not timely and  
27 validly opt out of the Settlement (“Participating Class Member”) are bound by the Settlement and  
28 by this order and judgment (“Final Approval Order and Judgment”).

1           7.       The Court finds that the Class Representative Enhancement Payment sought is fair  
2 and reasonable for the work performed by Plaintiff on behalf of the Class. It is hereby ordered that  
3 the Settlement Administrator issue payment in the amount of \$7,500.00 to Plaintiff Ronell  
4 Koeppen for his Class Representative Enhancement Payment, according to the terms and  
5 methodology set forth in the Settlement Agreement.

6           8.       The Court finds that payment of Settlement Administration Costs in the amount of  
7 \$11,000.00 is appropriate for the services performed and costs incurred and to be incurred for the  
8 notice and settlement administration process. It is hereby ordered that the Settlement  
9 Administrator, ILYM Group shall issue payment to itself in the amount of \$11,000.00, in  
10 accordance with the terms and methodology set forth in the Settlement Agreement.

11           9.       The Court hereby enters Judgment by which Participating Class Members shall be  
12 conclusively determined, upon the Effective Date and Defendant's full funding of the Gross  
13 Settlement Amount, to have given a release of the Released Parties of and from any and all  
14 Released Claims, as set forth in the Settlement Agreement and Notice.

15           10.      Following Final Approval of the Settlement by the Court, Defendant will send a  
16 one-time transfer of the Gross Settlement Amount to the Settlement Administrator, which will be  
17 deposited into a Qualified Settlement Account to be established by the Settlement Administrator.  
18 Defendant will send a check in the amount of the Gross Settlement Amount and the employer's  
19 share of payroll taxes within fifteen (15) business days of the Effective Date.

20           11.      Within twenty (20) calendar days of the Effective Date, the Settlement  
21 Administrator will issue payments to: (i) Participating Class Members; (ii) Plaintiff; and (iii) Class  
22 Counsel. The Settlement Administrator will also issue the Court-approved payment of Settlement  
23 Administration Costs to itself for services performed, according to the methodology and terms set  
24 forth in the Settlement Agreement.

25           12.      Funds represented by Individual Settlement Payment checks returned as  
26 undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one  
27 hundred and eighty (180) calendar days after issuance will be cancelled and the funds associated  
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1 with the un-cashed checks will be tendered to the California State Controller as unclaimed property  
2 in the name of the Class Member.

3 13. After entry of this Final Approval Order and Judgment, pursuant to California Rules  
4 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and  
5 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and  
6 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate  
7 any dispute arising from or in connection with the distribution of settlement benefits.

8 14. Notice of entry of this Final Approval Order and Judgment shall be given to the  
9 Participating Class Members by posting a copy of the Final Approval Order and Judgment on  
10 Settlement Administrator's website for a period of at least sixty (60) calendar days after the date  
11 of entry of this Final Approval Order and Judgment. Individualized notice is not required.

12 Dated: \_\_\_\_\_

13 \_\_\_\_\_  
14 Honorable Thomas S. Hixson  
15 Judge of the Superior Court  
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